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15 UNITED STATES BANKRUPTCY COURT
16 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

17 In re:

18 THE ROMAN CATHOLIC
ARCHBISHOP OF SAN FRANCISCO,

19 Debtor and
20 Debtor In Possession.

CASE NO. 23-30564

Chapter 11

**DECLARATION OF PAUL H. DEUTCH IN
SUPPORT OF DEBTOR'S APPLICATION
FOR ENTRY OF AN ORDER (I)
AUTHORIZING AND APPROVING THE
APPOINTMENT OF OMNI AGENT
SOLUTIONS, INC. AS ADMINISTRATIVE
AGENT, AND (II) GRANTING RELATED
RELIEF**

[No Hearing Required]

Hon. Dennis Montali

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26 I, Paul H. Deutch, declare:

27 1. I am the Executive Vice President of Omni Agent Solutions, Inc. ("Omni"), an
28 administrative services firm that specializes in the administration of large chapter 11 cases, whose

1 offices are located at 5955 De Soto Avenue, Suite 100, Woodland Hills, CA, 91367, and 1120
2 Avenue of the Americas, 4th Fl., New York, NY 10036. I submit this declaration (the
3 “Declaration”) in support of the application (the “Application”) of the Debtor and Debtor in
4 Possession (the “Debtor”) in the above-captioned chapter 11 case (the “Bankruptcy Case”) for an
5 order appointing Omni as Administrative Agent pursuant to sections 327(a), 328, and 330 of the
6 Bankruptcy Code effective as of the Petition Date. Except as otherwise noted, I have personal
7 knowledge of the matters set forth herein. I give capitalized terms that are otherwise undefined the
8 meanings ascribed to them in the Application.

9 2. As Administrative Agent, Omni will perform the Administrative Services specified
10 in the Application and the Services Agreement.

11 3. The fees that Omni will charge in connection with the Administrative Services it
12 renders to the Debtor are set forth in the Services Agreement. Omni’s rates are competitive and
13 comparable to the rates that Omni’s competitors charge for similar services and are reasonable
14 given the quality of Omni’s services and expertise. Omni will seek reimbursement from the Debtor
15 in accordance with the terms of the Services Agreement.

16 4. Omni intends to apply to the Court for allowance of compensation and
17 reimbursement of expenses incurred after the Petition Date in connection with the services it
18 provides as Administrative Agent pursuant to the Services Agreement. Omni will comply with the
19 applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any
20 orders entered in the Bankruptcy Case regarding professional compensation and reimbursement of
21 expenses.

22 5. Omni is one of the country’s leading chapter 11 administrators, with experience in
23 claims administration, file preparation, noticing, balloting, tabulation, debt issuer, disbursement
24 services, and facilitating other administrative aspects of chapter 11 cases of this size and
25 complexity. Omni has provided identical or substantially similar services in other chapter 11 cases
26 filed in this District and elsewhere.

27 6. I represent, among other things, that:

28 a. Omni neither holds nor represents any interest adverse to the Debtor’s

1 estate;

- 2 b. I am not related or connected to and, to the best of my knowledge, no other
3 professional of Omni is related to or connected to any United States
4 Bankruptcy Judge for the Northern District of California or the U.S. Trustee
5 or to any employee in the offices thereof;
- 6 c. Omni will not consider itself employed by the United States government and
7 shall not seek any compensation from the United States government in its
8 capacity as Administrative Agent in the Bankruptcy Case;
- 9 d. By accepting employment in the Bankruptcy Case, Omni waives any right
10 to receive compensation from the United States government in its capacity
11 as the Debtor's Administrative Agent in the Bankruptcy Case;
- 12 e. In its capacity as the Debtor's Administrative Agent in the Bankruptcy Case,
13 Omni is not an agent of the United States and is not acting on behalf of the
14 United States in the Bankruptcy Case; and
- 15 f. In its capacity as the Debtor's Administrative Agent in the Bankruptcy Case,
16 Omni will not intentionally misrepresent any fact to the public.

17 7. Omni will not employ any past or present employee of the Debtor for work that
18 involves the Debtor's bankruptcy proceedings. The terms of Omni's retention are set forth in
19 Exhibit 1, which is annexed to the Proposed Order.

20 8. The Debtor has many creditors and, from time to time, Omni may have worked with
21 certain of those creditors in completely unrelated matters. Proposed bankruptcy counsel for the
22 Debtor has provided me with a list of the Debtor's secured creditors, top 20 largest unsecured
23 creditors, and other parties in interest (the "Conflicts List"). I have caused an examination of these
24 records to be made to determine which, if any, of the parties on the Conflicts List Omni may have
25 worked with in the past or may be working with at the present time in unrelated matters. This
26 search has disclosed that, to the best of my present knowledge, Omni has not in the past and is not
27 currently working with any of the parties on the Conflicts List.

28 9. Omni has reviewed its electronic database to determine whether it has any
relationships with the list of entities provided by the Debtor. Based on the results of such search,
certain Omni employees were previously employed at Wells Fargo Bank. At this time, Omni is not
aware of any relationship that would present a disqualifying conflict of interest. Should Omni
discover any new relevant facts or relationships bearing on the matters described herein during the
period of its retention, Omni will use reasonable efforts to promptly file a supplemental declaration.

1 10. The Affiliates provide stock transfer solution services primarily to public companies
2 or companies intending to trade shares publicly. These services include transfer agency services,
3 initial public offering counseling, proxy solicitation assistance and data analysis, and electronic
4 transmission of data services. The Affiliates do not provide Agent services in restructurings. Omni
5 is unaware of any connections between the Debtor and the Affiliates. If I subsequently learn of any
6 such connections, I will supplement this disclosure.

7 12. There may be other creditors of the Debtor that Omni may currently be working
8 with, or worked with in the past, but in no event is Omni working with any other creditor with
9 respect to the Debtor's Bankruptcy Case. To the extent I become aware of Omni having worked
10 with any other creditors of the Debtor, I will file a supplemental declaration advising the Court of
11 the same.

12 13. Notwithstanding anything contained herein, as part of its diverse business, Omni is
13 the noticing, claims and administrative agent for debtors in numerous cases involving many
14 different creditors (including taxing authorities), professionals, including attorneys, accountants,
15 investment bankers and financial consultants, some of which may be creditors or represent creditors
16 and parties-in-interest in this Bankruptcy Case. In addition, Omni has in the past and will likely in
17 the future continue working with or against other professionals involved in this Bankruptcy Case
18 in matters unrelated to this Bankruptcy Case. Based upon my current knowledge of the parties
19 involved, and to the best of my knowledge, none of these business relations constitute interests
20 adverse to that of the creditors, or the Debtor's estate, with respect to the matter upon which Omni
21 is to be engaged. Additionally, Omni employees may, in the ordinary course of their personal
22 affairs, have relationships with certain creditors of the Debtor. However, to the best of my
23 knowledge, such relationships, to the extent they exist, are of a personal nature and completely
24 unrelated to this Bankruptcy Case.

25 14. Based upon the information available to me, I believe that Omni is a "disinterested
26 person" within the meaning of section 101(14) of the Bankruptcy Code, in that Omni and its
27 personnel: (a) are not creditors, equity security holders or insiders of the Debtor; (b) are not and
28 were not, within two years before the date of the filing of this case, a director, officer or employee

1 of the Debtor; and (c) do not have an interest materially adverse to the interests of the Debtor's
2 estates\ or any class of creditors or equity security holders, by reason of any direct or indirect
3 relationship to, connection with, or interest in, the Debtor.

4 15. In performing the services identified above, Omni will charge the rates set forth in
5 Schedule A to the Service Agreement annexed to the proposed order as Exhibit 1. The rates set
6 forth therein are as favorable and reasonable as the prices Omni charges in cases in which it has
7 been retained to perform similar bankruptcy related services.

8 16. Under the terms of the Services Agreement, the Debtor has agreed to indemnify,
9 defend, and hold harmless Omni and its officers, directors, agents, employees, consultants, and
10 subcontractors under certain circumstances specified in the Services Agreement, except in
11 circumstances resulting solely from Omni's gross negligence, willful misconduct, bad-faith, self-
12 dealing, or breach of fiduciary duty, if any, or as otherwise provided in the Services Agreement.

13 I declare under penalty of perjury under the laws of the United States of America that the
14 foregoing is true and correct. Executed on September 12, 2023, at New York, New York.

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16 /s/ Paul H. Deutch

17 Paul H. Deutch

18 Executive Vice President
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